



Breeding Contract 2008

1) **Parties:** This agreement is made this _____ day of _____, 20____ by and between Hawks Flight Farm, LLC and:

Name: _____

Address: _____

Farm Name and address (if different): _____

Residence Phone Number: _____

Cell Phone: _____ Fax: _____

Business/Farm phone: _____

E-mail address: _____

2) **Horse:** This agreement (the "Contract") is for the mare (the "Mare"):

Name of Mare: _____

Sire: _____ Dam: _____

Registration #: _____ Color: _____

Date foaled: _____

Insurance Carrier: _____

3) **Ownership:** (Please mark one) Client has:

has full title and registration

leases the Mare

manages the Mare

purchased the Mare on an installment contract with the final payment due on _____, 20____ and the full title and registration is held by:

Name: _____

Address: _____

Contact Numbers: _____

4) **Breeding:** Client contracts to breed this Mare to Amir Jamaal during the 20____ breeding season which terminates on August 21, 20____. Amir Jamaal will be standing at Hawk's Flight Farm during this breeding season. The breeding charges are as follows and are non-refundable:

Stud fee: Purebred Arabians

\$2500 starting January 1, 2008

Other Breeds:

\$1500 starting January 1, 2008

Non-refundable booking fee: \$500 (this is deducted from the stud fee)

Collection Fee and semen processing fee: \$250.00 charged each time a semen shipment is sent; paid prior to shipment

Federal Express shipping charges – based on current rate, usually at a rate of \$60.00 for overnight for weekday delivery and \$75.00 for overnight Saturday delivery. Client may provide their own shipping account number or pay the shipping fee at the time of payment for the collection fee per shipment.

Federal Express Number: _____

Counter to Counter Shipping charges: Extra charges will be applied if same day shipping is required. Stallion manager does not guarantee that the semen will be shipped on any given flight, however, will make every effort to have the semen shipment on the earliest flight available that day. All semen shipped counter to counter will also incur a courier fee, which will be paid by Client prior to semen shipment. Stallion manager is not responsible for semen once the semen shipment leaves Hawk's Flight Farm. If the semen is lost, misses the flight, or does not arrive to the Mare Owner on time, the Mare Owner is still responsible for all costs of collection, shipping and return shipping fees.

The balance of the stud fee must be paid prior to the first shipment of semen.

5) Live Foal Guarantee: Hawk's Flight Farm, LLC guarantees a return breeding the following season should a Live Foal (defined as one who stands and nurses without assistance for a period of at least 24 hours from time of birth) not result from this breeding. Death of the foal before qualifications as a Live Foal must be in writing by a licensed veterinarian and received by Hawk's Flight Farm, LLC within 10 (ten) days of the live foaling date. A Rhinopneumonitis series at the 5th, 7th and 9th month of pregnancy must be completed for the Live Foal Guarantee to apply. Written documentation may be required in the event of an aborted or dead foal.

Live Foal Guarantee Stallion shall lapse and the Stallion Owner and Manager shall have no further obligations under this section if:

- a) Mare Owner fails to rebreed Mare during acceptable return breeding periods
- b) Mare Owner fails to provide Rhinopneumonitis vaccination certificate
- c) Mare is bred by any other stallion without written consent by Stallion Manager prior to rebreed
- d) Mare is substituted with another mare without written consent by Stallion Manager
- e) Mare fails to conceive, aborts, or dies and Mare Owner fails to notify Stallion Manager

6) Stallion Guarantee and Promotion: Should Amir Jamaal be unavailable for medical reasons including fertility, as substantiated by a veterinarian, or by death, the parties agree that the Client shall have the option of breeding to another stallion owned or leased by Hawk's Flight Farm, LLC. If the Client does not wish to breed to the replacement stallion offered, the Client's breeding contract is null and void and all fees are non-refundable. Client agrees that Hawk's Flight Farm, LLC may, at its discretion, show or promote Amir Jamaal during the normal breeding season.

7) Breeding: Hawk's Flight Farm, LLC reserves the right to require a Mare that has not settled within three cycles to be cultured or biopsied to determine breeding soundness. Hawk's Flight Farm, LLC also reserves the right to discontinue service to any Mare upon Mare carrying an infectious and/or contagious disease, or if any other applicable reason applies. In the event of such service discontinuation, the Mare Owner is obligated to substitute another Mare to fulfill the terms of this Agreement.

8) Transported Semen: Hawk's Flight Farm, LLC shall provide semen from Amir Jamaal and makes no other guarantee of the condition of the semen once the semen shipment has left Hawk's Flight Farm.

Hawk's Flight Farm collects and transports semen Monday through Friday and reserves the right to not collect on holidays.

Mare Owner shall notify Hawk's Flight Farm when the Mare begins her heat cycle and is required to give a 24-hour notice for semen collection and shipment. Hawk's Flight Farm shall provide semen on a "first-come-first-served" basis and shall not guarantee semen to Mare Owner if Amir Jamaal is overbooked on that particular day.

Mare Owner shall have the responsibility to insure proper handling and insemination of the semen into the Mare.

- 9) **Limitation of Liability and Indemnification:** Regardless of any negligence on its or their other part, Hawk's Flight Farm, LLC and their subsidiaries, affiliates, breeding managers, agents, servants, and employees shall not be held liable for any sickness, disease, estray, theft, death or injury suffered, nor for any other loss, damages or injury arising out of or connected with breeding or other services pursuant to this Contract, except as required by law in the State of Florida. Client fully understands, authorizes and assumes the special risks inherent in breeding and acknowledges that mortality and other insurance is solely the Client's responsibility. All implied warranties, including fitness, merchantability, or otherwise and all special incidental and consequential damages are hereby excluded, to the full extent permitted by law. In no event shall Client's remedy exceed the amount of the fee by law. Hawk's Flight Farm, LLC shall also not be held liable for any personal injury or disability, which the Client or his agents, representatives, or family may receive while on Hawk's Flight Farm, LLC premises where Amir Jamaal is standing. Client agrees to indemnify and hold Hawk's Flight Farm, LLC where the stallion is standing harmless for and from and against any claim, damages, illnesses, or injury caused or suffered by Amir Jamaal and any claim by a buyer of the Horse. Client agrees to pay all expenses and attorney's fees incurred by Hawk's Flight Farm, LLC where the stallion is standing in defending such claim.
- 10) **Non-assignability:** Client may not assign any rights or delegate any duties under this Contract without the written consent of Hawk's Flight Farm, LLC.
- 11) **Re-breeding Rights:** Mares not checked in foal in a given year may be rebred in the next consecutive year for the costs of collection, processing and shipment for each semen shipment. If no attempt to rebreed is made in the following consecutive year, Hawk's Flight Farm, LLC may, at its sole discretion, terminate the Breeding Contract or require substitution of the mare.
- 12) **Entire Agreement, Construction, Jurisdiction, and Attorney's Fees:** This contract contains the entire understanding of the parties concerning its subject matter and may be modified only in writing. The invalidity or unenforceability of any term or provision shall not affect the validity or enforceability of the remainder. This Contract shall be construed and governed by the laws of the State of Florida. Jurisdiction and venue for all its disputes connected with this Contract shall be proper only in Sarasota County, Florida. If a lawsuit is filed with respect to this Contract, the prevailing Party shall be entitled to collect all reasonable attorneys' fees and costs.

Client:

Printed Name

Date

Signature

Date

Hawk's Flight Farm, LLC:

Printed Name

Date

Signature

Please complete and fax to: 941.925.0801